

SERFF Tracking Number:	XLAM-125742236	State:	Arkansas
Filing Company:	XL Specialty Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	08SD-XM-CM01-CW-AR		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0008 Event Cancellation
Product Name:	Inland Marine		
Project Name/Number:	Weather Insurance Program Filing/08SD-XM-CM01-CW-AR		

Filing at a Glance

Company: XL Specialty Insurance Company

Product Name: Inland Marine

TOI: 09.0 Inland Marine

Sub-TOI: 09.0008 Event Cancellation

Filing Type: Form

SERFF Tr Num: XLAM-125742236 State: Arkansas

SERFF Status: Closed

State Tr Num: EFT \$50

Co Tr Num: 08SD-XM-CM01-CW-AR

State Status: Fees verified and received

Co Status:

Reviewer(s): Betty Montesi, Llyweyia Rawlins

Author: Trish Pollard

Disposition Date: 07/28/2008

Date Submitted: 07/22/2008

Disposition Status: Approved

Effective Date Requested (New): 08/30/2008

Effective Date (New): 08/30/2008

Effective Date Requested (Renewal): 08/30/2008

Effective Date (Renewal): 08/30/2008

State Filing Description:

General Information

Project Name: Weather Insurance Program Filing

Project Number: 08SD-XM-CM01-CW-AR

Reference Organization:

Reference Title:

Filing Status Changed: 07/28/2008

State Status Changed: 07/28/2008

Corresponding Filing Tracking Number:

Filing Description:

Weather Insurance Program filing

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Company and Contact

Filing Contact Information

Patricia Pollard, Compliance Analyst

patricia.pollard@xlai.com

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1201 N. Market Street	(302) 661-7010 [Phone]
Wilmington, DE 19801	(302) 778-4190[FAX]

Filing Company Information

XL Specialty Insurance Company	CoCode: 37885	State of Domicile: Delaware
1201 N. Market Street	Group Code: 1285	Company Type:
Suite 501		
Wilmington, DE 19801	Group Name:	State ID Number:
(800) 394-3909 ext. [Phone]	FEIN Number: 85-0277191	

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Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
XL Specialty Insurance Company	\$50.00	07/22/2008	21529076

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07/28/2008	07/28/2008

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Disposition

Disposition Date: 07/28/2008

Effective Date (New): 08/30/2008

Effective Date (Renewal): 08/30/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	XLAM-125742236	State:	Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Weather Insurance Declarations Page	Approved	Yes
Form	Weather Insurance Policy	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Weather Insurance Declarations Page	WCM 000	05 08	Declaration New s/Schedule		0.00	WCM 000 0508 - GW Declarations _051607_.pdf
Approved	Weather Insurance Policy	WCM 050	05 08	Policy/Coverage New Form		0.00	WCM 050 0508 - GW Policy _051607_.pdf

XL SPECIALTY INSURANCE COMPANY

Administrative Offices:
70 Seaview Avenue
Stamford, CT 06902

WEATHER INSURANCE POLICY

DECLARATIONS

NOTE: THIS POLICY DOES NOT PROVIDE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE LIABILITY OR FOR THE LOSS OF VALUE TO ANY PROPERTY. COVERAGE IS SUBJECT TO ALL TERMS, EXCLUSIONS, LIMITS AND CONDITIONS OF THE POLICY.

Policy No. _____

Renewal No. _____

1. Named Insured: _____

Address: _____

2. Policy Period: From _____ To _____
(12:01A.M. Standard Time at the address of the Insured)

3. Limits of Insurance:

_____ per occurrence _____ aggregate

4. Insured Peril:

a. Description of Peril: _____

b. Date(s) of Peril: _____

c. Hours occurring: _____

d. Description of Event and Location: _____

e. Location of Government Weather Station: _____

5. Premium: _____

IN WITNESS WHEREOF, the Insurer has caused this policy to be signed on the Declarations Page by its President, Secretary and a duly authorized representative of the Insurer.

PRESIDENT

SECRETARY

AUTHORIZED SIGNATURE

COUNTERSIGNATURE DATE

COUNTERSIGNED AT

XL SPECIALTY INSURANCE COMPANY

Administrative Offices:
70 Seaview Avenue
Stamford, CT 06902

ENTERTAINMENT CANCELLATION WEATHER INSURANCE POLICY

1. Insuring Agreement

In consideration of the premium amount specified in Section 5 of the Declarations being paid in full prior to the effective day(s) of this Policy, we shall indemnify the Named Insured for loss caused by an **Insured Peril**, subject to the limits of insurance specified in Section 3 of the Declarations.

2. Definitions

- a. **Insured Peril** refers to the peril described in the Insured Peril Section of the Declarations.
- b. **Rain** refers to rain, snow, sleet or hail, which are measured as rainfall in accordance with the melting method used by the Government Weather Bureau.
- c. **We, us, our** refers to the company providing this Insurance.
- d. **You, or your** refers to the Named Insured listed in the Declarations.

3. Conditions Pertaining to Weather

- a. Any **insured peril** other than **rain** shall be defined by the American Meteorological Society Glossary of 1980.
- b. In the event that the weather recording at the designated Government Weather Bureau Station is not available to us, then the available recording from the Government Weather Bureau nearest the location of the event will be acceptable to the Named Insured and us.
- c. The Government Weather Bureau Station location for recording shall be as specified in the Insured Peril Section of the Declarations unless there is a recording procedure agreed and approved by you and by us and endorsed onto this Policy.
- d. The hours specified in the Insured Peril Section of the Declarations refer to the Standard Time of the day at the location of the event. Where Daylight Savings Time is in use, standard Time shall mean Daylight Savings Time.

4. Exclusions

The Policy does not cover loss caused by resulting from, contributing to, or made worse by:

- a. Any peril or reasons other than the Insured Peril; or
- b. Any fraudulent or dishonest act(s) committed alone or in collusion with others by any employee, officer, director, partner, trustee, or any unauthorized representatives of the Named Insured, whether or not such act(s) be committed during regular business hours; or
- c. Any resultant changes in normal weather patterns caused by or resulting from, contributed to, or made worse by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled.

5. General Conditions

- a.** Notwithstanding anything herein to the contrary, the maximum limit of liability payable to the Named Insured under any circumstances arising under the Policy shall not exceed the aggregate limit specified in Section 3 of the Declarations.

b. Assignment

This Policy shall not be assigned or transferred without our written consent.

c. Notice of Loss

You shall provide to us a detailed report of the happening of any Insured Peril and any loss or damage which may become a claim under this Policy within thirty (30) days of the last day of the event as set forth in the Date(s) of Peril Section of the Declarations.

d. Settlement of Loss/Valuation

We shall make payment to the Named Insured of the adjusted loss claimed in the Notice of Loss submitted by the Named Insured under Section 5c hereof within (30) days after our receipt of the Named Insured's Notice of Loss and the agreed weather recordings. For purposes of this insurance, the amount of Loss suffered by the Named Insured in the event of a Named Peril shall be the amount of coverage set forth in Section 3 of the Declarations.

The Named Insured represents to us that the Limit of Insurance set forth in Section 3 of the Declarations is a reasonable estimate, or smaller portion of, the actual economic loss that will be suffered by the Named Insured in the event of the happening of an Insured Peril on the Date(s) of Peril and at the Event and Location set forth in Section 4 of the Declarations.

e. Misrepresentation and Fraud

This Policy shall be void if, whether before or after a loss, you have intentionally concealed or misrepresented any material fact or circumstances concerning:

- i. this Policy;
- ii. the Event covered under this Policy;
- iii. Your interest in this insurance; or
- iv. Any claim under this Policy.

f. Books and Records

We may examine the Named Insured's books and records as they relate to this coverage at any time during the policy period and up to two (2) years thereafter.

g. Title of Paragraphs

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

h. Service of Suit

It is agreed that in the event of our failure to pay any amount claimed to be due under this Policy, we, at the Named Insured's request, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of our rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process of suit may be made upon the General Counsel, Legal Department, XL Specialty Insurance Company, 70 Seaview Avenue, Stamford, CT 06902, or his or her representative, and that in any suit instituted against this Company upon this Policy, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, this Company designates the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this contract of insurance, and designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

i. Conformance of Statute

Terms of this Policy which are in conflict with the statutes of the state wherein this Policy is issued are amended to conform to the minimum requirements of such statutes.

j. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this Policy or stop us from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed except by endorsement issued to form part of this Policy.

k. Other Insurance

This Policy shall be excess over any other insurance including, but not limited to, any self-insurance. If there is other insurance that applies to the loss caused by an **Insured Peril**, the other insurance shall pay first. This Policy applies to the amount of loss that is more than:

- i. The Limits of Insurance of the other insurance; and
- ii. The total of all deductibles and self-insured amounts under all such other insurance.

We shall not pay more than our Limits of Insurance.

l. Cancellation

This Policy cannot be canceled by the Named Insured or by us after the premium has been received by us from the Named Insured.

m. Sole Benefit

Except as otherwise provided herein, this Policy shall inure only to the benefit of the Named Insured, and no person other than the Named Insured (or a permitted assignee or transferee) shall have any legal or equitable right, remedy or claim under or in respect of this Policy.

n. Entire Agreement

This Policy (including the Declarations, Schedules, Exhibits and Endorsements hereto) and the insurance application constitute the entire agreement between the Named Insured and us with respect to the insurance provided hereby and supersede any other prior agreements or documents, whether written or oral, between them pertaining to the insurance provided hereunder.

o. No Waiver of Rights

A failure or delay in exercising any right, power or privilege in respect of the policy, will not be presumed to operate as a waiver of that right, power or privilege.

p. Notices

To The Named Insured - Any notice or other communication to be given to the Named Insured effectively if made in writing and delivered to the Named Insured at its address specified in Item 1 of the Declarations.

To The Insurer - Any notice or other communication to be given to the Insurer shall be given effectively if made in writing and delivered to the Insurer at its address specified on page 1.

Change of Address - Either the Named Insured or the Insurer may by notice to the other in accordance with this Section change the address at which notices or other communications are to be given to it.

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Rate Information

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Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Review Status: Approved	07/28/2008
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Comments:

Attachment:

NAIC Transmittal-Forms.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
XL America, Inc.	1285

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
XL Specialty Insurance Company	DE	37885	85-0277191	

5. Company Tracking Number	08SD-XM-CM01-CW-AR
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Patricia Pollard 1201 N. Market, Suite 501 Wilmington, DE 19801	State Filings Supervisor	302-661-7059 866-304-3079	302-778-4190	Patricia.Pollard@xl group.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Patricia Pollard

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Inland Marine 09.0
10. Sub-Type of Insurance (Sub-TOI)	Event Cancellation 09.0008
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Weather Insurance Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 8/30/2008 Renewal: 8/30/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	

20. This filing transmittal is part of Company Tracking #	08SD-XM-CM01-CW-AR
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XL Specialty Insurance Company is submitting a new Weather Insurance Program Filing for your review and approval.

XL Specialty Insurance Company is proposing to offer Commercial Inland Marine Weather Insurance Coverage. This program will provide protection against weather perils for gatherings that are held outdoors. The attached Weather Insurance formula describes the rating methodology that will be used to price each account. This methodology is the same as that being used by Commerce & Industry Insurance Company (AIG Group).

We propose an effective date of August 30, 2008 or upon your stamped approval.

Your early approval/acknowledgment of this submission will be appreciated. Should you have any questions on this filing, please contact me at the numbers listed below. Thank you for your attention to this filing.

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

Effective March 1, 2007

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**